

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Plaintiffs,

v.

National Football League and
NFL Properties LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

DECLARATION OF CHRISTOPHER A. SEEGER

CHRISTOPHER A. SEEGER declares, pursuant to 28 U.S.C. § 1746, based upon his personal knowledge, information, and belief, the following:

1. By Order dated April 25, 2012 [ECF No. 64], the Court appointed me as Co-Lead Counsel for the Plaintiffs in this multidistrict litigation ("MDL"). In its Amended Final Order and Judgment approving the class action settlement in this MDL [ECF No. 6534], the Court confirmed my appointment as Co-Lead Class Counsel for the Settlement Class.

2. Having been appointed as Co-Lead Class Counsel, I am fully familiar with the matters set forth herein, including the procedural history of this litigation and the class-wide

Settlement that this Court approved on April 22, 2015 [ECF Nos. 6481-1, 6509] (“Settlement”), as well as the facts and procedural history leading up to the Court’s issuance of the December 8, 2017 Explanation and Order [ECF No. 9517].

3. I submit this Declaration in support of my motion as Co-Lead Class Counsel for an order (1) prohibiting the Cambridge Entities¹ from seeking repayment of advances to Class Members related to assignment agreements through means other than those identified in the Court’s December 8, 2017 Explanation and Order [ECF No. 9517] (“Explanation and Order”) and from spreading misinformation concerning the Explanation and Order; (2) requiring corrective disclosures; (3) compelling production by the Cambridge Entities of all documents relating to Class Members’ retirement funds being held by them and accountings as to such funds; and (4) directing the Cambridge Entities to return to Class Members their retirement funds held as collateral related to assignment agreements, along with earnings and interest thereon.

4. A concerned Class Member, whom I refer to herein as “Mr. Smith,”² contacted my law firm on or about December 21, 2017 in connection with concerns he had about certain retirement monies that he had rolled over from his NFL 401(k) account and which were being held and invested by the Cambridge Entities, and the fact that his repeated requests for an accounting of same had been ignored. He provided my firm with an audiofile of a conversation he and his

¹ The “Cambridge Entities” or “Cambridge” include the following: Cambridge Capital Group, LLC; Cambridge Capital Advisors LLC; Cambridge Capital Partners, LP; Cambridge Capital Group Equity Option Opportunities, LP; Cambridge Capital Holdings; Cambridge Capital Funding, Inc.; Your Case, LLC; and their present and former directors, officers, partners, employees, contractors, agents, consultants, affiliates, successors and assigns, including, but not limited to Addys Walker, Gail Milon, and Phillip T. (“Tim”) Howard.

² This pseudonym is being used to safeguard this Class Member’s privacy given the public filing of this motion and the extensive press coverage that this litigation continues to receive. The Class Member’s actual name will be provided to the Court *in camera*.

wife had with members of Cambridge's management, Addys Walker and Gail Milon, which my office had transcribed.

5. Prior to that date, I was aware that the Cambridge Entities had entered into purported agreements for assignments of monetary awards under the Settlement with approximately thirty Class Members, based upon documents that the Cambridge Entities had produced on or about November 11, 2017, following this Court's October 19, 2017 Order [ECF No. 8466] granting in part my motion to compel discovery.³ I was not aware, however, that any Class Members had rolled over 401(k) monies and placed them with Cambridge, or that such funds were potentially serving as collateral for the assignment agreements.

6. Attached hereto as Exhibit A is a true and correct copy of the transcript of a telephone conversation between Mr. Smith and his wife, and Addys Walker and Gail Milon of Cambridge, on December 21, 2017. Mr. and Mrs. Smith's names have been redacted.

7. Attached hereto as Exhibit B is a true and correct copy of an email chain forwarded to me by Mr. Smith, including a January 12, 2018 email from former Cambridge principal, Don Warner Reinhard, to Mr. Smith and other Class Members with retirement monies "invested" with Cambridge; Mr. Smith's responding email, dated January 13, 2018; and a response to Mr. Smith from Mr. Reinhard, dated January 16, 2018. Mr. Smith's name has been redacted.

³ From documents produced in discovery, my office prepared and continually updated a chart with the details of the advances provided to all Class Members, including the thirty-one who entered into purported assignment agreements with Cambridge. The chart contains the Class Members' names, their individually-retained attorneys, states of residency, and dates and amounts of the funding. We had previously provided the Court with an earlier iteration of the chart following the September 19, 2017 hearing and will provide the updated version, containing the Cambridge information, to the Court upon request. At the present time, I do not know whether all of these thirty-one Class Members or only a subset thereof also have placed retirement monies with Cambridge as collateral for purported assignment agreements.

8. Attached hereto as Exhibit C is a true and correct copy of a January 20, 2018 email from Mr. Reinhard to Mr. Smith and other Class Members with retirement monies “invested” with Cambridge.

9. Attached hereto as Exhibit D is a true and correct copy of my letter, dated January 10, 2018, to counsel for Cambridge.

10. Attached hereto as Exhibit E is a true and correct copy of Cambridge’s counsel’s responding letter to me, dated January 16, 2017.

11. Attached hereto as Exhibit F is a true and correct copy of the documents from Bay County, Florida, related to Mr. Reinhard’s criminal plea and sentencing.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 26, 2018

/s/ Christopher A. Seeger
CHRISTOPHER A. SEEGER
Co-Lead Class Counsel

Exhibit A (Redacted)

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IN THE UNITED STATES DISTRICT COURT

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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IN RE: NATIONAL FOOTBALL : No.

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LEAGUE PLAYERS' CONCUSSION : 2:12-md-02323-AB

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INJURY LITIGATION : MDL No. 2323

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TRANSCRIPT OF RECORDED CONVERSATION OF

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ADDYS WALKER AND [REDACTED]

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REPORTED BY: CARRIE A. CAMPBELL, RDR CRR CSR

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1 MS. MILON: Good afternoon,
2 [REDACTED].

3 MR. [REDACTED]: Good afternoon.

4 MS. MILON: How are you? This
5 is Gail Milon, Addys Walker, and
6 Regina McCarthy. I have you on a
7 conference call.

8 How are you, sir?

9 MR. [REDACTED]: I'm all right.

10 MR. WALKER: All right. This
11 is Addys. As things stand -- I don't
12 know if they sent you the actual
13 document that the judge has signed
14 arguably saying that there is no
15 interest to be paid from any of you
16 guys on the money so far that has been
17 loaned to you.

18 Do you know anything about
19 that?

20 MR. [REDACTED]: No, I haven't
21 received not one e-mail.

22 MR. WALKER: Okay.

23 MR. [REDACTED]: I'm trying to
24 understand what you're saying.

25 MR. WALKER: The judge in the

1 federal case, a federal judge, signed
2 a court order that says that you-all
3 are to pay back every dime that we
4 gave you but we don't get any
5 interest. So we need to just get the
6 money back from you guys, basically,
7 without there being any interest, and
8 to what you borrowed. But with that
9 said, that means she's canceled the
10 contract. If she cancels the
11 contract, that means every dime you
12 borrowed, you owe us now.

13 Okay?

14 MR. [REDACTED]: Okay.

15 MR. WALKER: And I'm going to
16 get you a copy of that and what you
17 signed initially with Don, not me, you
18 forfeited whatever money -- if you
19 don't have the money to give back, the
20 money that was in there, that was in
21 the 401(k), then becomes actually the
22 property of the companies less the
23 amount that you still owe if you got
24 more money than you had in the 401(k)
25 based on what the judge has done.

1 This isn't something we've
2 done. This isn't something we wanted
3 to do. This is what her order is, and
4 I'm going to get you a copy of it so
5 that any of you-all want to argue with
6 a federal judge, be my guest. But she
7 decided even the bank cannot get any
8 money back from you guys in the form
9 of interest that you have borrowed
10 money from against your case.

11 And the one thing that's --
12 we'll argue that that's not fair is
13 she is falling on deaf ears because
14 she said I don't care what you're
15 saying, you're not getting it. So at
16 this point every player we loaned
17 money to now owe us that sum of money
18 back without interest, but you still
19 owe the money back to ensure everybody
20 walk away with clean hands. I'm
21 pretty sure -- how much money does he
22 owe right now here?

23 MR. [REDACTED]: Hey guys -- hey
24 guys, I got -- I have my wife here
25 listening too so if she have any

1 questions you guys okay to answer.

2 MR. WALKER: Okay. That's
3 fair. Hold up.

4 MS. MILON: Now let me -- let
5 me say this, because I'm looking at
6 the sheet that Al sent me, but the
7 sheet that Al sent me also has
8 interest.

9 MR. WALKER: Okay. I need --

10 MS. MILON: Hold on one second.

11 MR. WALKER: Okay. What I'm
12 going to do, do you know, [REDACTED], how
13 much money you have received to date?
14 Because he has added the interest and
15 this is one of the problems that now
16 has to be changed. Because of the
17 judge's order, we have to go back down
18 and take off all interest and just
19 look at each wire that has gone out to
20 every player so that we can tell those
21 players how much money they owe this
22 company less whatever they have paid.

23 Hold up.

24 MS. MILON: We don't have the
25 file.

1 MR. WALKER: Hey, [REDACTED], sorry to
2 do this. I need to have -- I need to
3 call the auditor to ask him what
4 amount you got in totality as far as
5 in pocket so far from us so that I can
6 have a more clearer call with you as
7 to where we are.

8 MR. [REDACTED]: Now, the monthly --
9 so, now, the monthly -- the monthly --
10 the monthly disbursements I was
11 getting.

12 MR. WALKER: Right.

13 MR. [REDACTED]: That contract I
14 signed, that's from the up and
15 coming -- the up and coming concussion
16 settlement. I agreed to take that
17 upon -- not upon my 401(k) rollover.
18 The 401(k) rollover was for the loans
19 that Don gave me, the three -- the
20 loans that he gave me, it's 11,000 a
21 month, 4,000 a month, whatever it was,
22 that was depending on the 401(k) --
23 not 401(k), but the concussion
24 settlement.

25 MR. WALKER: Absolutely, until

1 the judge canceled those contracts.
2 I'm going to send you a copy of her
3 order so you can see it, so you can
4 understand that the contract you
5 signed as of right now, she says none
6 of you-all had the compensity {sic} or
7 understanding enough to have signed
8 the contract so, therefore, you-all
9 basically should not have anybody
10 charge you interest on the money and,
11 therefore, you-all need to give all
12 the money back.

13 MR. [REDACTED]: So you're basically
14 saying -- the judge is saying that we
15 shouldn't pay back the money, but we
16 shouldn't -- we're going to have to
17 pay back the monies because we didn't
18 the capacity or whatever
19 understanding, but she's saying that
20 if you have a 401(k) that you rolled
21 over, Judge Brody is saying that if
22 all of the players rolled over their
23 401(k), they rolled over their 401(k)
24 money, they have to pay that -- they
25 have to use that to pay it back

1 because they signed a contract that
2 said that they would?

3 MR. WALKER: Right. Because --

4 MR. [REDACTED]: So Judge Brody is
5 saying all the players who rolled over
6 their 401(k) money, we have to use
7 that 401(k) money to pay back the
8 money we got from Cambridge?

9 MR. WALKER: No, that's not
10 what I said, because everybody didn't
11 roll over a 401(k).

12 MR. [REDACTED]: Right.

13 MR. WALKER: But if you signed
14 an agreement saying that the 401(k)
15 could be used as leverage --

16 MR. [REDACTED]: Collateral?
17 Collateral?

18 MR. WALKER: Right.

19 Against the money and now she's
20 canceling the contract, then that
21 money can be attached, yes, because at
22 this point you don't have a contract
23 that doesn't allow us to attach it
24 because she killed all contracts. She
25 said you-all basically shouldn't have

1 never received any money.

2 MR. [REDACTED]: Right.

3 MR. WALKER: Because you don't
4 have the compensity {sic} or the
5 capacity to understand what to do with
6 it or be understanding of what you
7 signed.

8 MR. [REDACTED]: Right. I got that
9 part. I saw -- yeah, I got that part.

10 MR. WALKER: So with that said,
11 she left everybody in a lurch that has
12 loaned out money that basically to
13 say, you know, find out what these
14 guys have went out and bought, to see
15 what they have, get it from them
16 another way, but basically you're not
17 going to get it through their
18 settlement.

19 MR. [REDACTED]: Okay. So the
20 settlement -- you can't get any of the
21 money from the settlement?

22 MR. WALKER: Well, no, not --
23 not unless she said -- not unless we
24 waive all rights to go after you-all
25 for the money right now with no

1 interest included. Because everybody
2 is still fighting to put the contracts
3 back in place.

4 MR. [REDACTED]: Right.

5 MR. WALKER: But what we
6 have -- what we have to do right now,
7 we can't base it on her eventually
8 then overrule or changing her mind.
9 We have to base it on where we are
10 right now, and the order right now
11 says basically get the money back from
12 them.

13 MS. [REDACTED]: Okay. So I have a
14 question. This is [REDACTED]. So
15 basically I'm having a hard time
16 understanding if the money that's
17 being rolled over was used as
18 collateral for the concussion lawsuit,
19 then that would imply that when the
20 concussion lawsuit -- wouldn't the
21 players actually paid out of the
22 concussion lawsuit, they would use
23 that money to pay off the balance of
24 what they owe Cambridge Capital?
25 Unless you're telling us right now

1 that the judge's demanding full
2 payment as of this moment back to you
3 guys, or are you saying that you're
4 demanding full payment back at this
5 moment?

6 MR. WALKER: No. The judge is
7 saying it's up to us to demand full
8 payment back right now because she's
9 not going to let us make any interest
10 off of the money, so we need to go and
11 let the players know they need to pay
12 us back. Or we have to wait, if the
13 players don't seem to have any capital
14 at all, and go before the group that's
15 doing the concussion settlement and
16 say to them we waive all rights to
17 arguably sue them for any interest
18 that they should owe us and,
19 therefore, then if they meet that
20 criteria, they give us the money back.
21 If they don't meet the criteria, you
22 just get it back from them.

23 So she set it up where the
24 contract does not matter anymore. So
25 the contract that says -- we taking a

1 chance if you meet the concussion
2 group -- the concussion rating group,
3 we'll get our money at that point. If
4 you don't, we just write it off as a
5 loss. That contract is not in place
6 anymore because she basically said,
7 no, we're not going to -- I don't care
8 what they signed, we're not going to
9 do it.

10 So at this point that means
11 we're all at square one, which is,
12 whatever monies you have, we need
13 back. And if you don't have it, we
14 have to take a chance and hope that
15 you do meet the concussion settlement
16 protocol, at which point they'll give
17 us back our money but no interest.
18 But if you already have some money or
19 a home or a car, I can go after that
20 to get the money back as of right now.

21 MS. [REDACTED]: But you couldn't
22 obtain interest as of right now
23 anyway, right? You couldn't obtain
24 interest until you go through the
25 court system and allow Judge Brody to

1 re-rule saying that you can get
2 interest, right?

3 MR. WALKER: No. As I said, we
4 have to have a panel of judges which
5 then some of the groups are doing
6 already, they are basically trying to
7 overturn her order and have it put
8 back in place that the contracts are
9 proper because they were done under
10 state law, not federal law, even
11 though federal law overrules state law
12 based on our understanding.

13 We talked with our attorney.
14 He said basically at this point any
15 money that you have in which somebody
16 signed an agreement saying that you
17 can use their money as leverage
18 against the money they have is money
19 that belongs to us until this is
20 overturned.

21 MS. [REDACTED]: Right.

22 But in our situation, that was
23 as a stipulation if the concussion
24 lawsuit fell through, but the
25 concussion lawsuit hasn't fallen

1 through yet.

2 MR. WALKER: No. See, you're
3 again talking about a contract that
4 don't exist anymore based on Judge
5 Brody. Judge Brody says that contract
6 does not matter. So you're talking
7 about the stipulation that was in the
8 agreement. As of right now, Judge
9 Brody said there is no agreement.
10 You-all just owe the money back,
11 period, and she don't want to hear any
12 more about it.

13 MS. [REDACTED]: So she hasn't given
14 a time frame as to how long the
15 players have to pay back the money
16 they borrowed?

17 MR. WALKER: No, they've left
18 it up to us to either sue you or ask
19 you to just return it at this point
20 because she didn't -- or to say
21 you-all, if you don't have the money
22 we loaned you, we'll wait until you go
23 and see if you meet the protocol, and
24 if not, we'll then get a judgment
25 against you through a court system for

1 the money that you borrowed -- not
2 interest, the money you borrowed --
3 and then we wait and at some date
4 hopefully recover the money when you
5 do finally meet it or something
6 happens where you have a windfall. At
7 that point she's put us all in a
8 really bad place.

9 MS. [REDACTED]: So in [REDACTED] case
10 specifically, he meets the concussion
11 protocol according -- according to the
12 doctors, and he has invested his money
13 with you guys, so you actually have
14 possession of his retirement account
15 right now.

16 MR. WALKER: Right.

17 MS. [REDACTED]: So what would be
18 your ideal plan to recover the money
19 that [REDACTED] owes in this situation at
20 this moment right now?

21 MR. WALKER: Well, as of right
22 now, [REDACTED] owes possibly more than what
23 he has put in.

24 MS. [REDACTED]: Well, that's not --
25 according to Apple, our account --

1 we've made almost \$134,000 in interest
2 alone which would --

3 MR. WALKER: I just said there
4 is no interest because she canceled
5 the contract.

6 MS. [REDACTED]: No. I'm talking
7 about the money that we've invested
8 has accrued interest.

9 MR. WALKER: Okay. When the
10 contract died, the investment stopped.
11 At that point all -- she said all
12 interest that was owed to all parties,
13 whether you were an investor or a
14 party that is going to have to pay
15 interest is all canceled.

16 MS. [REDACTED]: So how -- okay. So
17 this is where I'm confused. Because
18 if [REDACTED] came to you separately outside
19 of the NFL and wanted to invest money
20 with Gail or whoever does the
21 investing there with Cambridge
22 Capital, it wouldn't make a
23 difference. His money would still be
24 accruing -- he would either be gaining
25 or losing money according to his

1 investment plan.

2 MR. WALKER: No, that's not
3 true. As a judge -- and again, I ask
4 you to read the federal judge's order.

5 MS. [REDACTED]: Okay. Can you send
6 it over to us, please?

7 MR. WALKER: Say what now?

8 MS. [REDACTED]: Could you forward
9 that over to us, the judge's order?

10 MR. WALKER: Oh, we will send
11 that over to you.

12 And once you read it, then you
13 and I have a conversation and we be --
14 the conversion {sic} will be easier at
15 that point. Because right now you're
16 saying apples, I'm saying oranges
17 because you haven't read the order
18 that explains that as far as she's
19 concerned, none of these guys have the
20 capacity to understand what they've
21 signed and, therefore, anything
22 they've signed, including a signed
23 contract saying give me interest on
24 money I put in or money that I've
25 received that I have to pay interest

1 back on, does not exist because they
2 don't have the capacity to make a
3 decision to make money nor get money.

4 MR. [REDACTED]: Okay. This is [REDACTED].
5 This is [REDACTED], Addys. So as of January
6 of this year, the judge -- you're
7 saying Judge Brody is saying Mr. [REDACTED]
8 rolled over his 401(k) with
9 660-someodd thousand dollars, and
10 Cambridge Capital, although they made
11 interest almost a year by it being in
12 there, Mr. [REDACTED] doesn't get any of
13 that interest. Cambridge Capital
14 Group gets to keep that interest in
15 that investment of his 401(k) that he
16 rolled over; that's what you're
17 saying?

18 MR. WALKER: No. First of all,
19 there is no interest as far as she is
20 concerned because what she said was,
21 just like you're not capable of
22 receiving money -- we're not capable
23 -- you're not capable of paying us
24 money back for the money we gave you
25 as far as interest is concerned

1 because you did not have the ability
2 to understand the contract.

3 MR. [REDACTED]: Right.

4 MR. WALKER: You don't get to
5 get any money from the interest
6 because either you -- if you can
7 understand the contract that would get
8 you paid interest, you understand the
9 contract that should have made you
10 able to pay back interest. You can't
11 have it just one way.

12 MR. [REDACTED]: Right.

13 MR. WALKER: So that's what we
14 were trying to explain to her, you're
15 hurting the players who actually took
16 it upon themselves to also invest so
17 they could make money and she said,
18 no, they wouldn't understand how to do
19 that. And so they don't get money
20 from -- any interest for anything they
21 would have invested because they
22 wouldn't have understood that
23 contract. And the money that they've
24 gotten from you-all, they don't pay
25 any interest back on it because they

1 wouldn't understand that contract.

2 So what we're saying there's
3 nothing is what I keep trying to
4 explain.

5 MS. [REDACTED]: Right. But so the
6 actual dollar amount, though, that Al
7 said that interest accrued, that
8 dollar amount exists, like the
9 \$134,000 was made, so I'm asking where
10 does that go?

11 MR. WALKER: It does not exist.
12 As far as the judge is concerned --
13 you're asking what we're asking. And
14 as far as she's concerned, there is no
15 interest on that money because, again,
16 he could not earn any money on the
17 contract he signed because he didn't
18 understand what he signed.

19 MS. [REDACTED]: I understand that
20 you're saying that he hasn't earned
21 any money, but money was earned.
22 Based off of the \$662,000 that was
23 invested, there was money gained from
24 the investment as interest that
25 was made. So I'm asking where -- so

1 the dollar amount that Al gave us
2 you're saying -- he just made that up,
3 the \$134,000 was --

4 MR. WALKER: It was contingent
5 on a contract that was in place.
6 There is no contract in place. You
7 got it?

8 MS. [REDACTED]: So the investments
9 that Gail has been making, there has
10 been no money made in the investments
11 that Gail has been making?

12 MR. WALKER: Not for any
13 player --

14 MS. [REDACTED]: I'm not talking
15 about players. I'm just saying in
16 general.

17 MR. WALKER: Yeah, no, we're
18 talking about for players because this
19 is a player issue.

20 MS. [REDACTED]: Right.

21 MR. WALKER: She's saying the
22 contract -- no. Stop. Stop. Stop.
23 You're talking this is a regular
24 investor. He is not a regular
25 investor. He's a player. A player

1 with a brain injury that she says that
2 is incapable of understanding anything
3 you signed. So you're not going to be
4 able to arguably argue your way into
5 what makes sense because we said to
6 her, this doesn't make sense. She
7 says to us, look, it doesn't make it
8 makes sense --

9 MR. [REDACTED]: Right. Well, yeah,
10 I understand that, Addys. I
11 understand where you're coming from.
12 And at the end of the day, I'm not a
13 lawyer, nor is [REDACTED]. I
14 understand that what you're saying.
15 And at the end of the day, once I get
16 the paperwork and everything, I mean
17 somebody who is a lawyer can explain
18 what Judge Brody is saying better. I
19 don't know. I haven't read it. I'm
20 not quite sure. I mean, if Tim is my
21 lawyer, Tim can explain it. And if
22 Tim doesn't want to represent me, then
23 I can call somebody and they can
24 explain it for me.

25 But that's irrelevant. That's

1 neither here nor there. I just need
2 to get what it is that I owe without
3 interest documented so I can see it or
4 an attorney can see it or whoever we
5 need to talk to need to see it to see
6 exactly what it is.

7 MR. WALKER: Okay, [REDACTED]. That's
8 what I want to do and get you -- we're
9 sending you the order that the judge
10 said where she says none of you-all
11 are capable of understanding what you
12 signed. So you'll get that, you-all
13 need to read it and then let me get
14 you what the number is that you
15 received so far and then we'll let
16 your attorney explain to you what this
17 means.

18 Okay?

19 MR. [REDACTED]: Could you send both
20 of them to [REDACTED] -- dot
21 [REDACTED].

22 MS. MILON: Hold on.

23 MR. WALKER: Hold on. They're
24 going to write it down.

25 MS. MILON: Say it again.

1 MR. WALKER: Say it again.

2 MR. [REDACTED]: [REDACTED]

3 MS. [REDACTED]: It's [REDACTED], [REDACTED] as in

4 [REDACTED], [REDACTED].

5 And if you could send the
6 balance as well as the judge's order
7 to that e-mail.

8 MR. WALKER: Well, they're
9 going to give them the order first. I
10 have to now reach back and have him
11 take off all of the interest because
12 when they did these things, they set
13 it up with interest that was accruing.
14 But, like I said, his contract with us
15 even has been canceled because he
16 couldn't have understood what we had
17 him to sign based on the judge. But
18 we know that's a lie, and we know
19 that, you know, he can understand.
20 They're now saying that -- they're not
21 trying to pay any of these players
22 unless they're pretty much bumbling
23 idiots and they have somebody who has
24 to take care of their everyday needs
25 that's walking around with them.

1 So they denied a young man's
2 claim because he was able to hand out
3 water at a flag football game because
4 they said that gave him the capacity
5 to understand he needed to hand the
6 water out to individual people which
7 means he got enough sense to be able
8 to be somewhere working and not having
9 to get paid as -- what you want all he
10 was with that. So --

11 MR. [REDACTED]: Addys, Addys, Tim
12 did send an e-mail to everyone and let
13 them -- in which he -- and what you
14 said, no matter what [REDACTED] -- what
15 Judge Brody's order was, my client,
16 [REDACTED] was going to pay back his
17 money he owed anyway.

18 You did get that a couple of
19 weeks ago, right?

20 MR. WALKER: Yeah, no, he --
21 yeah, we asked him to send us
22 something on behalf of his clients,
23 but I'm telling you, yes, that's not a
24 problem. We will --

25 MR. [REDACTED]: That Judge Brody

1 order didn't mean nothing to me
2 because I'm not stupid. I know what I
3 got from Cambridge Capital.

4 MR. WALKER: No. No. I
5 understand that, but I'm telling you,
6 you got to read this order so you can
7 see she's saying you are stupid and
8 you don't know what you got from us.
9 I'm just telling you.

10 MR. [REDACTED]: I got you. I
11 understand what you --

12 MR. WALKER: Let's talk about a
13 broad brush. She said all players
14 that meet the criteria don't have the
15 capacity to understand.

16 MR. [REDACTED]: So you basically
17 got -- your stance is basically
18 Cambridge Capital is saying, okay, if
19 they didn't understand, all the money
20 that they rolled over into -- this
21 convict that rolled -- that took all
22 their money in the 401(k) and rolled
23 over and they signed the contract with
24 this convict that's in prison right
25 now, all the money that the players

1 have rolled over from this contract to
2 this convict to Cambridge Capital, all
3 of those players, even though
4 Cambridge Capital invested, what you
5 guys are saying basically we don't --
6 we're not going to give them interest
7 and we not -- they didn't make any
8 money, Judge Brody, because you're
9 saying that they were incompetent of
10 signing this contract with this
11 convict that's locked up right now.

12 So their 401(k) money, if they
13 borrowed it from Cambridge Capital or
14 we gave them monthly advances, all
15 that money that they owe, we're taking
16 that from their -- we're taking that
17 from whoever signed over rights to
18 their 401(k) for us to take from them,
19 basically.

20 MR. WALKER: So see -- see how
21 stupid that sounds, [REDACTED]? You're
22 absolutely correct in what you're
23 saying, though. But the problem is
24 it's sad because the judge herself is
25 trying to say that all of you are

1 incompetent with a broad brush if --
2 say that the contract would stay in
3 place, everybody would just continue
4 to move forward and there would be
5 monies made and the ability to do
6 something.

7 But what she did not think
8 about is even the lease now that you
9 have signed where you live, if you
10 signed it, you're not competent to
11 have signed the lease. If you bought
12 a car and you're making monthly
13 payments, based on her determination,
14 if you meet the criteria, that
15 contract isn't any good, you don't owe
16 shit on it, because he should have
17 never sold you the car being that
18 you're incompetent; therefore, they
19 should give you all your money back
20 that you put up to buy.

21 MR. [REDACTED]: So -- right. So the
22 judge -- Judge Brody -- so Judge
23 Brody, basically once she get all this
24 information from whoever, whatever
25 attorney, she will be basically --

1 they will be basically telling --
2 saying to Judge Brody, "Judge Brody,
3 this -- this client of mine rolled
4 over \$660,000 with a convict right now
5 who has probably 35 years in prison
6 down at Cambridge Capital, he's in
7 prison right now, but [REDACTED] rolled over
8 his 401(k) IRA and this convict was
9 giving them advances from Cambridge
10 Capital. Now, Cambridge Capital may
11 have made investments or wherever it
12 is, we don't really know where it is,
13 I'm sure they probably got it, but
14 right now [REDACTED] is broke, don't have any
15 money, staying where he needs to stay,
16 and Cambridge Capital has basically
17 taken all the money that this convict
18 signed a contract with [REDACTED] and they're
19 taking it and saying basically [REDACTED]
20 owes this money back so we're not
21 giving it to him."

22 So that's basically what's
23 happening. No matter how much
24 interest he gained on the \$600,000, we
25 don't know where that is, we don't

1 know what the deal is. All we know is
2 because of your order, you're
3 basically telling Cambridge Capital
4 they can have his 401(k) because this
5 convict that's locked up right now
6 rolled it over -- rolled it over with
7 him right now.

8 So that's my argument. That's
9 the only thing I have. You know, and
10 that's all -- I don't have --
11 basically I don't have anything right
12 now. But to go cry to a lawyer or
13 call Chris or somebody to say, "Hey,
14 my shit gone, and this is why it's
15 gone, here's the story, and here's my
16 voicemails, here's my records, and you
17 guys can take it to whoever you need
18 to take it to."

19 MR. WALKER: Yes. And guess
20 what he's going to say? You're
21 absolutely correct. Everything you've
22 said is true, and there's nothing we
23 can do because this lady is crazy.
24 And he's going to say Chris owned part
25 of -- what's the bank?

1 MR. [REDACTED]: Esquire. I know
2 Chris. He's my -- that was my first
3 attorney when the concussion stuff
4 started five years ago.

5 MR. WALKER: Right. Okay. He
6 owns part of Esquire Bank. If you go
7 online and look --

8 MR. [REDACTED]: No, I saw it. I saw
9 it. I saw it.

10 MR. WALKER: Okay. He's
11 arguing with the judge that he still
12 should get his money in spite of
13 everybody else not being able to get
14 theirs.

15 MR. [REDACTED]: Right.

16 MR. WALKER: So she said to him
17 basically go fuck yourself. We're not
18 giving you the money. I mean, I
19 apologize to your wife.

20 MR. [REDACTED]: No. No. No. I
21 understand. We can talk. I
22 understand that.

23 MR. WALKER: Yeah, so basically
24 what she's saying is I don't care what
25 anybody's arguments are. I don't

1 care -- and you-all truly have a good
2 argument. I wasn't here when he did
3 all of this, but the contracts are
4 here and the contracts are reasonable
5 and simple to understand. The problem
6 is you wouldn't understand them based
7 on her, which is a lie, but that's
8 what she said.

9 MR. [REDACTED]: Right.

10 MR. WALKER: So what I
11 suggested to the group, I'm talking
12 about all the other funders, is what
13 we need to do is invest in paying some
14 of these doctors who have actually set
15 out and understand CTE to be able to
16 sit in front of this judge and say to
17 her you're out of your freaking mind.
18 They don't have to be retarded, just
19 they have CTE.

20 MR. [REDACTED]: Right. Yeah,
21 because it's hurting me because the
22 401(k), I mean, whether I -- it's
23 hurting me because the 401(k) that I
24 rolled over, the interest that was
25 made off is basically can be, okay,

1 now that they've made interest, that
2 money is washed. Cambridge Capital or
3 whoever has that interest or wherever
4 it is, so that's what you --

5 MR. WALKER: As to whoever
6 wins, wins, whoever loses, loses, we
7 don't care. That's what she's saying
8 to us. And we're saying that's
9 unfair. We don't appreciate it. We
10 want you-all to win. We don't want --
11 we don't want you-all to lose
12 anything. You-all are great guys.
13 You-all have been screwed enough.
14 We're not trying to screw you over.
15 We're trying to tell you where she put
16 us. She put us right where she put
17 you because we're out more money than
18 we have by far, trust me.

19 So we would love to get our
20 money back plus interest, but at this
21 point she's saying good luck on that.
22 Because trust me, we haven't made
23 nearly as much interest as we did the
24 money we loaned out. So we are -- we
25 are literally way behind, so we

1 haven't won at all. She screwed
2 everybody, but she screwed us most.

3 MR. [REDACTED]: So hopefully -- so I
4 basically need to get the numbers of
5 what I -- from what I've gotten from
6 Don Oll's contracts basically, get all
7 of those back up on my e-mail.

8 MR. WALKER: Right.

9 MR. [REDACTED]: So you guys have the
10 number of what I've got monthly. So
11 all the players that got monthly
12 advances, they got -- everybody got to
13 pay them back?

14 MR. WALKER: Absolutely. You
15 read the order. I sent it to you.

16 MS. MILON: It's already sent.

17 MR. WALKER: Just read the
18 order. And she said basically
19 everybody just need to be able to walk
20 away and say here's -- you know, tell
21 them they need to just pay the money
22 back with no interest. So that's
23 where we are. Okay?

24 MR. [REDACTED]: So when I will be
25 getting the numbers that I owe?

1 MR. WALKER: I'm waiting on
2 him -- I'm asking the accountant --
3 you know it's the holidays, [REDACTED], so he
4 probably ain't going to do it until
5 next week. But I'm asking him if
6 he'll go in, take off all the
7 interest, everything that you owe as
8 well as the interest that would have
9 been made and just give us hard
10 numbers. And I'll get those to you as
11 quick as I can, I promise.

12 MR. [REDACTED]: Are they going to
13 send us the contracts that were
14 signed? I mean, are they going to
15 send me the order -- no, not the
16 order. The monthly advances, all of
17 the money that was accrued?

18 MR. WALKER: Yeah. Yeah. What
19 we have is the ability -- we pulled
20 where -- because everything went out
21 via a wire. So we have the ability to
22 track everything by the wires that you
23 received, not necessarily just the
24 contract. So we're going to get you
25 copies of all of that. Okay?

1 MR. [REDACTED]: Oh, you're right.

2 My bank has it, too. Okay.

3 MR. WALKER: Okay. Great. All

4 right. Thank you, [REDACTED].

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Exhibit B (Redacted)

On Tuesday, January 16, 2018, 10:19 PM, Don Reinhard <dwarner.sd5mcapital@gmail.com> wrote:

■
Thank you for your love support and prayers. The relationship that we began and were further developing meant a lot to me and as you and I discussed I truly hope that you and I and other players can be in business together in the very near future. As you know, the ownership structure of my new firm has you involved as a principal in a major way and we will revisit that structure as soon as I get this disaster completed. It is a very lucrative business and we can do a lot of good for a lot of players.

I am very disheartened to hear what you are saying about the communication of your 401k rollover proceeds that were invested in the limited partnerships of Cambridge Capital Group. Those funds were invested in multiple types of structured legal settlements as well as mortgages and other private loans. Some of these legal settlements included settlement advances to selective players who were fully qualified to reduce any potential risk. Rest assured, the assets that I invested in were solid and unless they've been changed there should not be any concern. A vast majority of my family's wealth is invested along with your 401k assets in the same limited partnerships as I "eat my own home cooking".

■ I am having the exact same problems you are having and I am equally concerned and I will be filing a lawsuit hopefully in the next 2-3 weeks against CCG, Tim Howard, and other individuals that had been involved since I departed. I have done some research and I am concerned about some of the things that I have learned. I also have received no information from the auditor who was supposed to be completed in mid-August with the audit for 2016. What you should have received for 2017 is a complete understanding and a detailed report of all assets that the limited partnership is invested in and a complete understanding of your account value. I know this business extremely well and I have received none of that information myself. My family and I are the largest limited partners in the partnerships.

■ the strongest position would be for us to enjoin our respective lawsuits together as I believe mine is valued at \$2,000,000 or more and my recollection is that yours would be valued at \$1,000,000. The larger sums will make any attorney much more interested since they would be doing it on a contingency fee. However, upon prevailing we would ask the court to require CCG and Tim Howard to pay our attorney's fees.

If you are interested in proceeding in this manner please let me know immediately as we can use the firm that you have chosen or we can chose a new firm as I have not chosen one yet. However, I want to proceed quickly and aggressively. I am also going to send tonight an email to the other limited partners which I will copy you on to see if they want to be included. Any lawsuit would need my substantial assistance so the attorney could understand the original structure of CCG as well as the investment portfolio. We need to strike now before the settlement proceeds are paid. Please let me know your thoughts as soon as possible.

Love ya buddy,
Don

On Sat, Jan 13, 2018 at 7:09 AM, [REDACTED] wrote:

Hello Don I will keep you in my prayers. No one is immune to the trials and tribulations of life. What you can do to help me is explain to me how and what you invested our 401k in so CC can not hide where our funds are and what interest we have gained because there not telling us shit. I've already contacted other council to help retrieve my portion of funds transferred over in January so if anything you can do for me and other players that has there 401k rolled over is explain what the hell there invested in so CC can't keep hiding our total we have gained. If you can send a email explaining that. It will help us!! Thanks [REDACTED]

[Sent from Yahoo Mail for iPhone](#)

On Friday, January 12, 2018, 10:52 PM, Don Reinhard <dwarner.sd5mcapital@gmail.com> wrote:

This is an email I did not want to send to each of you as I truly thought this disaster was coming to an end in early to mid December and I would be back on course and working with each of you to further plan, develop, structure, and implement a solid and productive financial plan for you and your family. However, I have now learned that Bay County is not going to drop these heinous alleged charges of which they have no evidence unless I accept a plea agreement which will require me to go to a prison for approximately 18-24 more months. If I do not give in and accept their threat-induced offer then I risk a much longer sentence because of the heinous issues involved in this case and Florida does not offer parole and only allows 15% good time credit. I am sick to my stomach thinking about what I am now faced given that I did not commit this heinous crime and again, there is no evidence that proves that I did.

When this all happened in early February 2017 I was on top of the world. I had worked 12-18 hour days for the past 18 months to create, develop, and structure the very sound and successful principles of Cambridge Capital Group and was privileged and honored beyond my wildest dreams to have initiated and built the incredible relationships I had with each of you and we had only just begun.

Additionally, I had met a fabulous woman with three incredible little boys who very much needed a daddy who would love them, teach them, care for them, and give them the tools they needed to become truly successful and productive parts of our society. Molded together with my incredible two children, I finally had the large family I had yearned for since 2005. Everything seemed to be absolutely perfect and then ... bam within a 2-week period of time, my life was basically destroyed due to the heinous alleged charges levied by my fiance's, now my wife's, parents who despised me due to the stable environment I provided their daughter and grandchildren. Yes... believe it or not, that is what transpired. You would have thought they would have been tickled to death for their daughter and grandchildren to have this stability but yet they felt threatened.

And to make matters much much worse my friend of over 40 years who had become my closest confidant, friend, and business partner at Cambridge Capital Group immediately turned on me due to differences we had with regards to his firm's handling of your concussion settlement cases. He initiated his campaign

of retaliation against my family and I so quickly that he clearly had planned it and was just waiting for the perfect opportunity. Well, he got it, as I was basically defenseless.

Going forward, hopefully each of you will receive your settlement proceeds soon as I know the unexpected delays have caused many of you and your families extreme hardships that were certainly unnecessary. While I have provided each of you with the reasons behind these delays so you clearly understood the unfortunate private agenda of your attorney which was the majority crux of my concern as to the handling of your claim, hopefully your wait for these much needed funds will end very soon. I have taken these unnecessary delays personal because I feel responsible for the success of each of you due to CCG's involvement and referring you to Tim Howard and Howard & Associates P.A. for legal representation.

My dreams of starting a new firm which will mimic the very sound principles and proven work ethic of Cambridge Capital Group will not die as I continue to fight to resolve these heinous charges. I am a very positive person and know that God has a plan for my family and I and that plan included our paths crossing. Please say a prayer for my family and I and I will certainly plan on contacting you immediately upon my release in hopes of continuing to build our long term relationship. In the mean time I will continue to have access to my email as well as text messages at [REDACTED]. If there is anything I can do to assist you then please do not hesitate to contact me and I will do everything in my power to do so. Please know how important each of you are to me.

Don

Exhibit C

(Unredacted)

On Saturday, January 20, 2018, 7:53 PM, Don Reinhard <dwarner.sd5mcapital@gmail.com> wrote:

While I provided each of you with an approximate account valuation as of 6/30/2017 because CCG's new management had failed to do so at 3/31 and 6/30 as required by the LP Private Placement Memorandums, some of you have requested if I can provide an update because CCG still has not provided any evaluation information for any of 2017. This is appalling and shocking and a very serious concern I have. This is also one of the primary concerns I have that I spoke to you about in my email sent Tuesday.

Based on my knowledge of the limited partnership portfolio assets and assuming Tim Howard and CCG have not made dramatic changes that I am unaware of, I feel safe in projecting that your account value should have increased another 18% to 20% from 7/1/2017 to 12/31/2017.

Again this is only a projection as I cannot seem to get any kind of response from CCG or the auditor as he refuses to communicate with me. However, as stated above, I believe it is accurate.

Please let me know your thoughts per my earlier email of Tuesday 1/16/2018.

Don

Exhibit D

(Unredacted)



SEEGERWEISS_{LLP}

77 Water Street, New York, NY 10005 P 212.584.0700 F 212.584.0799 www.seegerweiss.com

January 10, 2018

Via Email and Federal Express

Martin L. Black
4909 N. Monroe Street
Tallahassee, Florida 32303

Re: In Re: National Football League Players' Concussion Injury Litigation,
No. 2:12-md-02323-AB

Dear Mr. Black:

As you are aware from prior correspondence and filings, I am the Court-appointed Co-Lead Class Counsel for the Settlement Class in the above-referenced litigation. I am also sure you are aware, as counsel for the Cambridge entities (referred to collectively herein as "Cambridge"), Gail Milon, Addys Walker and Timothy Howard, that the Court entered an Explanation and Order on December 8, 2017 [ECF No. 9517], a copy of which is attached.

Certain reports have come to my attention related to the Court's Explanation and Order, which, if true, I am duty-bound to bring to the Court's attention. We ask that you provide the answers to these questions by Tuesday, January 16, 2018.

- 1) Is Cambridge holding retirement account monies of any Retired NFL Football Players?
- 2) Is Cambridge currently engaging in, or advising Retired NFL Football Players that it intends to engage in, the following conduct, either:
 - a. proceeding to seek repayment now from Retired NFL Football Players for any monies advanced to them by Cambridge; or
 - b. taking ownership of retirement account monies to offset any monies Cambridge has advanced to Retired NFL Football Players?

New York

Newark

Philadelphia

Martin L. Black
January 10, 2018
Page 2

Should I not hear back from you by Tuesday, I will nevertheless bring these reports to the Court's attention.

Very truly yours,

/s/ Christopher A. Seeger
Christopher A. Seeger
SEEGER WEISS LLP

Co-Lead Class Counsel

Encl.

Exhibit E

(Unredacted)

**MARTIN L. BLACK, ATTORNEY AT LAW
4909 N. MONROE STREET
TALLAHASSEE, FLORIDA 32303**

(850)354-8008-Office- (850)562-0916-fax mbmblack8@gmail.com Email

January 16, 2018

**Christopher A. Seeger, Esq.
SeegerWeis, LLP
77 Water Street,
New York, NY 10005**

VIA U.S. MAIL AND E-MAIL TO: cseeger@seegerweiss.com.

Re: Your Letter of January 10, 2018

Dear Mr. Seeger:

I spoke to Mr. Addys Walker, Ms. Gail Milon and to Dr. Timothy Howard, Esq., who has no ownership interest in the “Cambridge entities”, regarding the questions contained in your letter of January 10, 2018.

Please be advised of the following:

- (1) Is Cambridge holding retirement account monies of any Retired NFL Football Player?

Yes

- (2) Is Cambridge currently engaging in, or advising Retired NFL Football Players that it intends to engage in, the following conduct, either:

- a. Proceeding to seek repayment now from Retired NFL Players for any monies advanced to them by Cambridge:

No. Cambridge strives to ensure the security of investors’ funds and their returns, and to avoid any harm to any investor. Cambridge reserves its legal rights, consistent with the law, ethics, regulations, contracts, trial court rulings, and appellate rulings.

Or:

- b. Taking ownership of retirement account monies to offset any monies Cambridge has advanced to Retired NFL Players?

No. Cambridge strives to ensure the security of investors’ funds and their returns, and to avoid any harm to any investor. Cambridge reserves its legal rights,

consistent with the law, ethics, regulations, contracts, trial court rulings, and appellate rulings.

Thank you for your previous consideration and your efforts on behalf of Retired NFL Players.

Sincerely,

Martin L. Black, Attorney

Martin L. Black, Attorney

Exhibit F

(Unredacted)

☐ Probation Violator
☐ Community Control Violator
☐ Retrial
☐ Resentence

In the Circuit Court, 14th Judicial Circuit
in and for BAY COUNTY, Florida

Division: B - CLARK,

Case Number: 17000545CFMA

STATE OF FLORIDA

- vs -

REINHARD, DON WARNER

Defendant

JUDGMENT

The defendant, REINHARD, DON WARNER being personally before this court
 represented by LISA ANN ANDERSON, the attorney of record, and the state
 represented by HAWKINS, JENNIFER ALANE and having

☐ been tried and found guilty by jury of the following crime(s).

☐ enter a plea of guilty to the following crime(s).

☒ entered a plea of nolo contendere to the following crime(s)

Count	Crime	Minimum Fine	Offense State Number(s)	Degree of Crime	Case Number	OBTS Number
I	AGGRAVATED CHILD ABUSE	\$ 0.00	82703	1F	17000545CFMA	0303039938

☒ And no cause being shown why the defendant should not be adjudicated guilty, IT IS ORDERED that the defendant is hereby ADJUDICATED GUILTY of the above crime(s).

☐ And pursuant to section 943.325, Florida Statutes, having been convicted of attempts or offenses relating to sexual battery (ch. 794) or lewd and lascivious conduct (ch. 800), the defendant shall be required to submit to blood specimens.










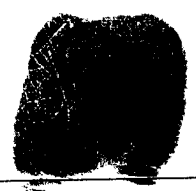
☐ And good cause being shown; IT IS ORDERED THAT ADJUDICATION OF GUILT BE WITHHELD.

State of Florida

REINHARD, DON WARNER

17000545CFMA

FINGERPRINTS OF DEFENDANT

1. Right Thumb	2. Right Index	3. Right Middle	4. Right Ring	5. Right Little
				
6. Left Thumb	7. Left Index	8. Left Middle	9. Left Ring	10. Left Little
				

Fingerprints taken by:

Dep. J. Hines 233

Name

Bailliff

Title

I HEREBY CERTIFY that the above and foregoing are the fingerprints of the Defendant, DON WARNER REINHARD, and that they were placed thereon by the defendant in my presence in open court this date.

DONE AND ORDERED in open court in Bay County, Florida, this 4th day of January, 20 18.

FILED

2018 JAN -4 P 12:35

BILL KINSAUL
CLERK OF COURT
CLAY COUNTY, FLORIDA

Brantley S. Clark Jr

Judge

BRANTLEY S CLARK JR

Reinhard

SENTENCE**As to Count 1 - AGGRAVATED CHILD ABUSE**

The defendant, being personally before this court, accompanied by the defendant's attorney of record, LISA ANN ANDERSON, and having been adjudicated guilty herein, and the court having given the defendant an opportunity to be heard and to offer matters in mitigation of sentence, and to show cause why the defendant should not be sentenced as provided by law, and no cause being shown.

_____ and the Court having on _____ deferred imposition of sentence until _____.

_____ and the Court having previously entered a judgment in this case on _____ now resentsences the defendant.

_____ and the Court having placed the defendant on probation / community control and having subsequently revoked the defendant's probation / community control

IT IS THE SENTENCE OF THE COURT THAT:

_____ The defendant pay a fine of \$_____, pursuant to section 775.083, Florida Statutes, plus \$_____ As the 5% surcharge required by section 960.25 Florida Statutes.

X The defendant is hereby committed to the custody of the Department of Corrections.

_____ The defendant is hereby committed to the custody of the Sheriff of Bay County, Florida.

_____ The defendant is sentenced as a youthful offender in accordance with section 958.04, Florida Statutes.

TO BE IMPRISONED (MARK ONE, UNMARKED SECTIONS ARE INAPPLICABLE):

_____ For a term of natural life.

X For a term of _____ Years 60.00 Months _____ Days.

_____ Said SENTENCE SUSPENDED for a period _____ Years _____ Months _____ Days Subject to conditions set forth in this order.

_____ Followed by a period of _____ Years _____ Months _____ Days On probation/community control under the supervision of the Department of Corrections according to the terms and conditions of supervision set forth in a separate order entered herein.

_____ However, after serving a period of _____ Years, _____ Months, _____ Days Imprisonment in _____, the balance of the sentence shall be suspended and the defendant shall be placed on probation/community control for a period of _____ Years, _____ Months, _____ Days Under supervision of the Department of Corrections according to the terms and conditions of probabtion/community control set forth in a separate order entered herein.

DEFENDANT: DON WARNER
REINHARD

CASE NUMBER: 17000545CFMA

OBTS NUMBER: 0303039938

SPECIAL PROVISIONS

As to Count 1 - AGGRAVATED CHILD ABUSE

By appropriate notation, the following provisions apply to the sentence imposed:

Mandatory / Minimum Provisions:

Firearm	_____	It is further ordered that the 3-year minimum imprisonment provisions of section 775.087(2), Florida Statutes, is hereby imposed for the sentence specified in this count.
Drug Trafficking	_____	It is further ordered that the _____ mandatory minimum imprisonment provisions of section 893.135(1), Florida Statutes is hereby imposed for the sentence specified in this count.
Controlled Substance Within 1,000 Feet of School	_____	It is further ordered that the 3-year minimum imprisonment provisions of section 893.13(1)(e)1, Florida Statutes, is hereby imposed for the sentence specified in this count.
Habitual Felony Offender	_____	The defendant is adjudicated a habitual felony offender and has been sentenced to an extended term in accordance with the provisions of section 775.084(4)(a), Florida Statutes. The requisite findings of the court are set forth in a separate order or stated on the record in open court.
Habitual Violent Felony Offender	_____	The defendant is adjudicated a habitual felony offender and has been sentenced to an extended term in accordance with the provisions of section 775.084(4)(b), Florida Statutes. A minimum term of _____ must be served prior to release. The requisite findings of the court are set forth in a separate order or stated on the record in open court.
Law Enforcement Protection Act	_____	It is further ordered that the defendant shall serve a minimum of _____ before release in accordance with section 775.0823, Florida Statutes.
Capital Offense	_____	It is further ordered that the defendant shall serve no less than 25 years in accordance with the provisions of section 775.082(1) Florida Statutes.
Short-Barreled Rifle, Shotgun, Machine Gun	_____	It is further ordered that the 5-year minimum provisions of section 790.221(2), Florida Statutes, are hereby imposed for the sentence specified in this count.
Continuing Criminal Enterprise	_____	It is further ordered that the 25-year minimum provisions of section 893.20, Florida Statutes , are hereby imposed for the sentence specified in this count.

Other Provisions:

Retention of Jurisdiction	_____	The court retains jurisdiction over the defendant pursuant to section 947.16(3), Florida Statutes (1983).
Jail Credit	<u> X </u>	It is further ordered that the defendant shall be allowed a total of <u> 319 DAY(S) </u> as credit for time incarcerated before imposition of this sentence.
Prison Credit	_____	It is further ordered that the defendant shall be allowed credit for all time previously served on this count in the Department of Corrections prior to resentencing.

Other Provisions continued:

Consecutive/Concurrent As to Other Counts	_____	It is further ordered that the sentence imposed for this count shall run (check one) _____ consecutive to _____ concurrent with the sentence set forth in count _____ of case _____."
---	-------	---

REINHARD, DON WARNER

17000545CFMA

- It is further ordered that the defendant be allowed ____ days time served between date of arrest as a violator following release from prison to the date of resentencing. The Department of Corrections shall apply **original jail time credit** and shall compute and apply credit for time served only pursuant to section 921.0017, Florida Statutes, on case/count _____. (Offenses committed on or after January 1, 1994)

Consecutive/Concurrent XX It is further ordered that the composite term of all sentences imposed for the Counts specified in this order shall run
(Check one) ____ Consecutive to XX concurrent with the following:
(Check one)

XX any active sentence being served.

____ Specific sentences: _____

In the event the above sentence is the Department of Corrections, the Sheriff of BAY County, Florida, is hereby ordered and directed to deliver the defendant to the Department of Corrections at the facility designated by the department together with a copy of this judgment and sentence and any other documents specified by Florida Statute.

The defendant in open court was advised of the right to appeal from this sentence by filing notice of appeal within 30 days from this date with the clerk of this court and the defendant's right to the assistance of counsel in taking the appeal at the expense of the State on showing of indigency.

In imposing the above sentence, the court further recommends PLACEMENT AT BAY C.I.
COURT ORDERS CIVIL JUDGMENT FOR ANY MONIES OWED.

DONE AND ORDERED in open court at BAY County, Florida.
This 4TH day of JANUARY, 20 18.

Brantley S. Clark Jr.
Judge

BRANTLEY S CLARK JR

Reinhard